# U.S. Department of Justice Washington, DC 20530

Exhibit A

To Registration Statement

Under the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant  Promoter American. Hungarian	2. Registration No.							
1506 Willow Lawn Dr. His, R	4573							
3. Name of foreign principal	4. Principal address	of foreign principal						
Embassy of Hungary	Washington,	A Company of the Comp						
5. Indicate whether your foreign principal is one of the fo	ollowing type:	1						
*Foreign government - Republic ef Hi	ynpary							
☐ Foreign political party								
☐ Foreign or ☐ domestic organization: If either, chec	k one of the following:		1					
☐ Partnership		:						
☐ Corporation	□ Corporation □ Voluntary group							
☐ Association		:						
☐ Individual—State his nationality			:					
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant.	Embassy		! !					
b) Name and title of official with whom registrant dea Ms. Kinga Petro	• 2	Sign Sign Sign						
7. If the foreign principal is a foreign political party, state	And a Copy of Street	200 200	:					
a) Principal address		EVED JUSI DIVI						
b) Name and title of official with whom registrant dea	ils.	<u>20</u>						
c) Principal aim								

a) State the nature of the busine	ess or activity of this foreign princip	pal	i	
			; ;	
b) Is this foreign principal			1	
Owned by a foreign governn	nent, foreign political party, or othe	er foreign principal	:	Yes □ No [
Directed by a foreign govern	ment, foreign political party, or ot	her foreign principal	•••••	Yes □ No [
Controlled by a foreign gove	ernment, foreign political party, or	other foreign principal		Yes □ No [
Financed by a foreign govern	nment, foreign political party, or o	ther foreign principal	· · · · · · · · · · · · · · · · · · ·	Yes □ No [
Subsidized in whole by a for	eign government, foreign political	party, or other foreign pri	ncipal	Yes □ No [
Subsidized in part by a forei	gn government, foreign political pa	arty, or other foreign princ	ipal	Yes □ No [
			!	
10. If the foreign principal is an orga foreign principal, state who		lled by a foreign governme	nt, foreign politic	al party or othe
Date of Exhibit A	Name and Title Honry J. Aman	Signature		
2 obt. 30' 1861	Partner		J & Uma	7-

8. If the foreign principal is not a foreign government or a foreign political party,

#### U.S. Department of Justice

Washington, DC 20530

#### Exhibit B

To Registration Statement

OMB No. 1005-0007 Approval Expires Nov. 30, 1993

Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each orai agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney Genreral transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant

Name of Foreign Principal

PRomoter American - Hungarian Public Rel. Embassy of Hungary 4573

#### Check Appropriate Boxes:

- 1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- 2. There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 32 The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

We have agreed to provide, pro bono, advice to the embassy on media relations. This activity will be ongoing.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

We are providing to the Empassy of Commonications officer recommendations on which media do to the and when.

5. 1	Describe full	v the	activities	the	registrant	engages	in	or pro	noses t	o engage	in	on	behalf	of	the a	bove	foreign	princip	oal.
-	Describe inn	,	uctivities	****	10Bistiant	A119490	461	o. p.c	poses i	~ ~	***	~	OCI MIL	v.	****			P	

See # 4.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes No □

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The embassy will attempt to procure media interviews for Hungarian officials, to relay the government's message via the media.

Date of Exhibit B

Name and Title

Signature

Henry J. Amann, Jr.

Sept. 30, 1991

Political activity as defined in Section Ito) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

#### Company Contract

relating to the establishment of the limited liability company PRomoter concluded between the parties specified in clause 3 of this contract, on the basis of the law No. VI of 1988 relating to the economic companies with the terms as follows:

- 1. The limited liability company's (in the following: company) trade name: PRomoter american-hungarian Public Relations Ltd. short trade name: PRomoter Public Relations Ltd. foreign trade name: PRomoter Public Relations Ltd.
- 2. Seat of the company: 1013. Budapest, Krisztina tér 1. Hungary.
- 3. Names (trade names) and addresses (seats) of the members of the company:

Amann & Associates Public Relations, Inc.

1506 Willow Lawn Drive, Suite 115.

Richmond, Virginia 23230. USA

Represented by: Henry J. Amann, Jr. president

inter PRotector Szolgáltató Szervező és Tanácsadó Kft

1013. Budapest, Krisztina square 1. Hungary

Represented by: Dr. György Petö, business manager

Registered: in the register of the Law Court of Budapest as Court of Registration under the number 67.726

4. Field of activity of the company:

5211 - Foreign trade of goods, technical and intellectual products and services

7313 - Other personal services

7415 - Advertisement, publicity, promotion activity, organization of exhibitions, market research

7422 - Work- and plant organization

8536 - Making and publishing video-films for enter-tainment.

5. Initial capital of the company:
The initial capital of the company amounts to 1.000.000.— HUF,
(in words: one million HUF), which consists of 500.000.— HUF (in
words: fivehundred thousand HUF) of net cash and 500.000.— HUF,
(in words: fivehundred thousand HUF) of in-kind (other than net
cash) contributions.

6. Initial contributions of the members and the due dates: The initial contributions of the members are as follows: Amann & Associates

Public Relations, Inc.: 500.000.- HUF, in words: fivehundred thousand HUF value in USD.

Net cash: 400.000.- HUF, in words: fourhundred thousand HUF value in USD.

Contribution other than net cash: 100.000.- HUF, in words: onehundred thousand HUF, which consists of intellectual apport as detailed in the annexe to the company contract.

Initial capital share: 50 %.

inter PRotector Ltd.:

500.000.- HUF (in words: five hundred thousand HUF), net cash: 100.000.- HUF (in words: one hundred thousand HUF). Contribution other than net cash: 400.000.- HUF, (in words: fourhundred thousand HUF), consisting of 250.000.- HUF (in words, two hundred and fifty thousand HUF) of inter PRotector owned Xerox machine, and 150.000.- HUF (in words, one hundred fifty thousand HUF) of intellectual support as detailed in the attachment to this contract. Initial capital share: 50 %.

The members are obliged to pay their contributions within 15 days following the undersigning of the company contract to the deposit account of the company.

In case of payment delay the members are obliged to pay a default interest of 20 % a year.

The net cash contribution of the foreign member will be paid in USA dollar (USD) based on the sum expressed in HUF as specified in the company contract, in the value calculated on the basis of exchange rate valid on the day of payment.

The members are obliged to make the contributions other than net cash available to the company at the time of undersigning the company contract.

#### 7. Additional payment

In order to cover the losses, the members' meeting has the right to specify additional payments not exceeding the 20 % of the initial contribution each. In case of delayed fulfilment of the additional payment the member related is obliged to pay a default interes of 20 % a year.

## 8. Transfer and division of shares

For the transfer and distribution of a share needs the ratified and unanimous decision of the members' meeting. The transfer of a share to third persons is allowed only if the member interested has paid his or her contribution in full.

#### 9. Allocation of the profit

The profit of the company shall be allocated to the members in proportion to their initial contributions.

The eventual losses will be borne in the same proportion.

### 10. The members' meeting

The cases specified in the law No. VI. para. 183 section (2) relating to the economic companies fall under the exclusive competence of the members' meeting:

- a) Determination of the balance and the allocation of the profit
- b) Prescription of additional payments and their reimbursement
- c) Division and withdrawal of shares
- d) Exclusion of members
- e) Election of business managers, their recall and the determination of their fees, as well as exercising the employer's right in respect of the business managers

- f) Election of the members of the supervisory committee, their recall as well as the determination of their fees, except the case specified in para. 209 section (2).
- g) Approval of contracts of value exceeding at least one quarter of the initial capital and contracts concluded between the company and any member, business manager of the company, or their close relatives (Civil Code para. 685 clause b/) except the cases that the conclusion of the latter contracts is covered by the regular activity of the company.
- h) Approval of contract concluded on behalf of the company prior to the firm registration.
- i) Enforcement of claims for indemnification against the members responsible for the foundation, business managers and the members of the supervisory committee, furthermore, taking measures relating to the representation of the company in legal actions against the business managers.
- j) Decisions on the winding-up, transformation, coalition, dissolution and separation of the company.
- k) Modification of the company contract.

The members' meeting is capable of making decisions if 100 % of the initial capital are represented.

The members have the right of voting in proportion to their initial contributions. Each sum of 10.000.- HUF of the initial contribution corresponds to one vote.

Right of voting due to the members are as follows: Amann & Associates Public Relations, Inc.: 50 votes 50 votes inter PRotector Ltd.

In case of equality of votes the proposal shall be considered as refused.

Any member of the company is entitled to call the members' meeting also independently. The members have no right to decide on the balance and the allocation of the profit, the winding-up of the company and the modification of the company contract without the members meeting.

#### 11. The business manager:

The first business manager of the company is:

Dr. György Petö

Resident in: 1025. Budapest, Apostol u. 22-24.

The commission of the business manager is valid for 2 years following the undersigning of the company contract. The business manager can be re-elected.

The business manager is entitled to represent the company independently, and exercises the employer's right relating to the employees of the company. The business manager of the company declares that any disqualification specified in paragraphs 29 and 31 of the law relating to the economic companies (Gt.tv.) does not subsist.

12. Firm signature of the company The firm signature will be made by writing the name of the business manager independently under the typed, hand-written, pre-printed or printed firmname.

- 13. Modification of the company contract
  The modification of the company contract requires the unanimous decision of the members meeting
- 14. Winding-up of the company
  The decision for winding-up of the company requires the unanimous resolution of the members' meeting.
  In case of winding-up of the company the property remained after satisfaction of the creditors shall be divided between the members in proportion to their initial contributions.
- 15. Final provisions
  The company is established for indefinite time; its activity will be started on January 1, 1991. The business year follows the calendar year.

Relating to the matters not dealt with here the regulations of the law No. VI of 1988 relating to the economic companies apply.

This company contract has been written in 7 copies, in Hungarian and in English.

In case of debates relating to the interpretation the Hungarian

text is decisive.

The cost of making the contract of Association and the registration fee will be cover by the company.

The company will comly with the export control laws, and all other applicable laws, of the United States of America.

The above contact has been read and undersigned by the contracting parties as that in conformity with their will.

Budapest, December 22, 1990.

Amann & Associates
Public Relations, Inc.
Represented by:
Henry J. Amann, Jr.
president

inter PRotector Ltd. Represented by: Dr. György Petö business manager